

## Terms and Conditions

County of LaPorte--GIS  
555 Michigan Street  
Suite 203  
La Porte, IN 46350

Contract # 14650

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(EW-2)

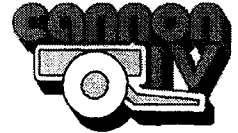
THREE-YEAR ON-SITE EXTENDED WARRANTY (EW-STD2)

1. For three years from equipment purchase date, Cannon IV agrees to provide parts and labor at any location within Cannon IV's service area with a target response of four (4) business hours in Zone 1, and the next day in Zone 2, 3, 4, and 5 (ask your Cannon IV representative what zone your business falls in). Residential or non-commercially located equipment must be brought to a Cannon IV service location.
2. Consumables such as paper, print cartridges, drums, transfer kits, print heads, maintenance kits, and some accessories such as envelope feeders, and sorters are not included in this agreement.
3. Eleven (11) months following the purchase date of the equipment, one (1) Prevent 13 Preventive Maintenance check will be performed. Twenty-four (24) months following the purchase date of the equipment, a second Prevent 13 Preventive Maintenance check will be performed.
4. This contract, which is not transferable, covers all defects encountered in normal use of the machine(s), but does not apply to the following cases: (A) loss or damage to the machine(s) due to abuse, mishandling, alteration, electrical current fluctuation, or failure to follow operating instructions properly and (B) use of parts or supplies which do not meet manufacturer's or Cannon IV's specifications.
5. Cannon IV has agreed to compile a complete inventory of all equipment under this contract. The equipment will be identified by a numbered Cannon IV equipment identification label. Service will be tracked by this number, and must be provided by the client when service is requested.
6. All imaging equipment manufacturers have a recommended usage limit. Exceeding the manufacturer's usage limits on equipment falls outside the coverage of this maintenance contract. Cannon IV will not charge for labor, but will charge for any parts needed to repair a piece of equipment that has a higher than recommended usage. (Ask your Cannon IV representative for a listing of the manufacturer's recommended output limits for your device).
7. Most printing and imaging manufacturers have a recommended user maintenance cycle. This user maintenance cycle is based on exceeding a predetermined limit. When this page limit is reached, the equipment will indicate the requirement for maintenance. Equipment under a maintenance agreement with Cannon IV will be serviced by a certified Cannon IV service engineer. All labor to install these maintenance kits is covered by the service agreement. The maintenance kit itself is considered a periodic maintenance consumable and is the responsibility of the equipment owner. (Ask your Cannon IV representative for a listing of the manufacturers recommended maintenance cycles.
8. This contract is only for the specific equipment listed. Any additional equipment found will be placed under a separate contract with client's consent.

Initials BH



## Three-Year Onyx Software V7.0 Software Agreement



This three-year software maintenance agreement is made and effective  
July, 24<sup>th</sup> 2007 by Cannon IV for LaPorte County, Indiana.

### 1. Warranty

LaPorte County will be provided the software maintenance described below during the 36 months that LaPorte County is leasing said equipment.

Cannon IV Inc. agrees to provide the following services during "Standard Business Hours". "Standard Business Hours" are defined as being between the hours of 8:00 AM and 5:00 PM Indianapolis time, Monday through Friday, excluding Cannon IV Holidays (observed).

1. Cannon IV will perform the initial installation, configuration, and testing of a single licensed copy of the current version of Onyx Software ("current version" means version 7.0 of RipCenter, PosterShop, or ProductionHouse) on the client's system, subject to the following:
  - a. The client's system must be compatible (as published by ONYX Graphics, Inc.) with the version of software which is being installed.
  - b. If the client chooses to use a system which does not meet the published guidelines, Cannon IV will make a good faith effort to complete the task (subject to a two (2) hour time limit). Further efforts on non-compatible systems will be made only on the client's request and at the standard onsite billing rate (see fee table).
  - c. If Cannon IV is unable to install, configure, and test the software because of a client supplied system limitation, Cannon IV will undertake one (1) additional attempt provided a compatible system is supplied.
  - d. Cannon IV must be permitted to have physical access to the client's system and have sufficient security to install the software.
  - e. The client's system must have sufficient access and permissions to download updates from the ONYX website.
  - f. The client must make available at least one (1) print device which can be accessed by, and is compatible with, the software. This means that there needs to be an available free or licensed Onyx driver for the print device and that the device can be accessed by the software.
2. Cannon IV will initially calibrate up to two (2) monitors – subject to the following:
  - a. The monitors must be capable of being calibrated.
  - b. This service is part of the initial set-up of the Onyx software as well as the subsequent Software check-ups (see below).
  - c. Additional monitor calibration may take place based on the fee table (see below).
3. Cannon IV will establish a baseline hardware/software evaluation for the client's system after the initial successful installation subject to the following:
  - a. For the evaluation to be valid it must be completed after the initial installation of the Onyx software and prior to the installation of any additional software by the client.
  - b. Cannon IV must be allowed to retain a printed, emailed, or electronically readable version of the evaluation for the purpose of future comparisons.
4. Cannon IV will perform up to two (2) scheduled onsite Software check-ups. These include calibrating up to two (2) monitors, system imaging, installing Onyx patches, updates and known optimizations to help ensure consistent software performance, subject to the following:
  - a. This will be performed up to two (2) times with the initial occurrence at the time of original installation.



- b. The second check-up will take place at the client's request and must be scheduled in advance. This should occur within (18) months of the original install.
        - c. Cannon IV must be permitted to have physical access to the client's system and have sufficient security to install updates.
5. Cannon IV will provide the client with a post software check-up analysis report with recommendations for any further action – subject to the following:
  - a. Cannon IV will be permitted to retain a printed, emailed, or electronically readable version of the onsite check-up to be taken offsite for the purposes of creating the analysis report.
  - b. The analysis report will be delivered to the client within one (1) week of the onsite visit.
6. Cannon IV will make available patches and updates to the software for the duration of the agreement – subject to the following.
  - a. Any patches or updates must be certified by ONYX Graphics, Inc.
  - b. The updates must be applicable to the currently installed version of Onyx.
  - c. Updates will be installed as part of item #4 (Onsite Software Check-up).
  - d. "Updates" are different from "Upgrades". For the purposes of this agreement, "Updates" are defined as any software that Cannon IV can acquire from Onyx at no charge.
7. Cannon IV will provide free onsite installation for a "Version Upgrade" which is either purchased through Cannon IV or is applicable to software included with a lease – subject to the following.
  - a. A "Version Upgrade" is defined as base version software that Cannon IV acquires from Onyx which is not free to Cannon IV and applies to the current software initially installed for the client by Cannon IV. This means an upgrade for ProductionHouse from version 7.0 to version 7.5 could be covered, but a product change from PosterShop to ProductionHouse would not be covered.
  - b. If the client has purchased the original Onyx software (regardless of the source) then Cannon IV will install any version upgrades which are subsequently purchased from Cannon IV. Similarly if the client has a lease with Cannon IV which includes the software, then Cannon IV will install any version upgrades.
  - c. Free version upgrades must be scheduled as part of item #4 (Onsite Software Check-up).
8. In addition to free onsite installation, any Onyx software included as part of a Cannon IV lease will also receive Version Upgrades (as defined in 7.a.) free of charge for the duration of this agreement. This means that Cannon IV will purchase and install the upgrade at no charge to the client for Fair Market Value (FMV) leased software.
9. Cannon IV will provide phone support on all features covered by onsite training presented by Cannon IV – subject to the following.
  - a. Phone support is based on a four (4) business hour (or better) response time.
  - b. Phone support is not available for features for which Cannon IV did not provide onsite client training or for upgrades were not acquired through Cannon IV.
  - c. Version upgrades may include features which the client has not been trained on and therefore are not covered under phone support. If this is the case Cannon IV will attempt to make the client aware of the issue prior to the version upgrade. This is intended to encourage the client to acquire training as part of a structured process rather than via phone support.



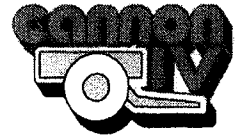
10. Email support – typical 24 business hour response time (or better).  
OnyxSupport@cannon4.com
11. Items not covered by this agreement include but are not limited to:
  - a. Drivers for printers which are not included with the version of Onyx being used by the client and which would be a cost item to Cannon – these should be purchased separately and only if needed.
  - b. Training, both initial and ongoing for Version Upgrades. Training is a cost item but is satisfaction guaranteed.
  - c. Monitor calibration (if not part of Software Check-up)
  - d. After hours software support
  - e. Media profile creation.

Cannon IV agrees to make available the following services termed “after hours” software support. “After hours” are defined as being before the hour of 8:00 AM or after 5:00 PM Indianapolis time.

1. Participation in the Cannon IV, Software Maintenance Agreement is required to qualify for after hours software support.
2. Subscription to after hours services requires an additional fee which is paid in addition to that incurred for a Software Maintenance Agreement and is intended to provide high availability emergency support for Onyx software. The primary concern that it is intended to address is the emergency need to reload, configure and test Onyx in case of catastrophic hardware failure.
3. Cannon IV must be notified during standard business hours on the week prior to activation in order to ensure adequate scheduling of resources.
4. After hours support may be activated by any individual client up to six (6) times per year. While after hours support is activated, Cannon IV will ensure that necessary resources and support personnel are available and on call.
5. The client will receive a 24-hour telephone number for their specific use at the time this service is scheduled. This number will have a two (2) hour response time and will incur a charge to the client if it is used.
6. Each scheduled activation may have a duration of up to and including five (5) consecutive days.
7. Notification, scheduling and activation of after hours service are covered under the standard fee however; additional charges will accrue at the rate of \$250 per hour (one hour minimum) if the supplied support number is called by the client. If onsite support is required, it will incur a \$55 trip charge (travel time is not billed at \$250 per hour).

**Software Support Fee Table (if not otherwise covered by agreement)**

Activity	Rate	Notes
Training 1/2 day increments	\$600.00	At client site (local)
Media profile creation (each at Cannon IV)	\$150.00	Requires sample from client
Monitor Calibration (each)	\$75.00	Using Eye-1
Onsite support billing rate (per hour)	\$150.00	One hour minimum
Offsite billable support (per hour)	\$75.00	One hour minimum
After hours Onyx support (per hour)	\$250.00	One hour minimum
Trip Charge	\$150.00	



## **2. Terms of Warranty**

The term of this software agreement shall commence on July 24<sup>th</sup> 2007 and shall expire 36 months thereafter for Onyx Software V7.0 for the equipment described below:

Hewlett-Packard DesignJet Z600 42" Photo Printer

## **3. Use**

Lessee shall use the software in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the software.

## **4. Surrender**

Upon the expiration or earlier termination of the equipment lease, lessee understands that this software maintenance agreement is complete.

## **5. Entire Agreement**

This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.

## **6. Notices**

Service of all notices under this Agreement shall be sufficient if given personally or mailed certified, return receipt requested, postage prepaid, at the address hereinafter set forth, or to such address as such party may provide in writing from time to time.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

Barbara Huston  
LaPorte County, Indiana

7/31/07  
Date

\_\_\_\_\_  
Cannon IV, Inc

\_\_\_\_\_  
Date

Contract commencement date: \_\_\_\_\_

Contract expiration date: \_\_\_\_\_

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#### **INSTALLATION AND TRAINING INCLUDES:**

- A 3-week lead time is required to schedule the installation and training agenda.
- Minimum of ½+ day to perform installation.

#### **INSTALL**

1. Install HP DJ Z6100ps, HP 4500 Scanner, Panasonic DP354
2. Install direct print software on two (2) PCs
3. Install Onyx 7.0 Production House workstation
4. Connect to HP Z6100 and HP 4500 Scanner, Panasonic DP354
5. Calibrate two (2) LED Monitors

#### **TRAINING (same day - PM)**

##### **1. Print to Software Devices**

- HP DJ Z2100
- HP DJ 120

#### **TRAINING (next day)**

- Onyx 7.0 Production House
- Panasonic DP354

##### **2. Maintaining updates and knowing how the updates may affect workflow.**

##### **3. Media Handling**

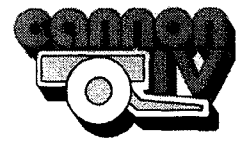
- a. How Media Manager works
- b. How to add additional media to selector
- c. How to find Onyx media profile and insert
- d. How to insert 3<sup>rd</sup> party profile

##### **4. Preflight**

- a. How to preflight the job types
- b. How to use the color management interface
- c. How to receive a job from house program like PhotoShop
- d. How to print job to printer

##### **5. Color Space**

- a. Day-to-day operations for work flow
- b. How to prioritize jobs in print queue
- c. How new RIP-to-print option looks and differs



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    - c. How new RIP-to-print option looks and differs





## Cost Per Page Agreement

Date:	County of LaPorte—GIS	Contract Number:	TBD	Commencement Date:	07/23/07
Client:	555 Michigan Street	Billing Period:	Monthly	Next Meter Reading:	08/23/07
Address:	Suite 203	Initial Term:	12 Months	Min. Monthly Payment:	\$55.75
Address:		Monthly Minimum Black Pages:	1000	Black Cost per Page:	.0165
City, State Zip:	LaPorte, IN 46350	Monthly Minimum Color Pages:	500	Color Cost per Page:	.0785

Equipment Covered:	Serial #	Cannon IV ID:	Beginning Meter Reading:
Panasonic DP C354 Color Copier	KFG4Z00032	210268	0

### Terms and Conditions

**CPP Plan:** You (the "Client") promise to pay us a minimum payment, which is an amount equal to the Minimum Monthly Pages multiplied by the Cost Per Page set forth above plus the Cost Per Page Additional Pages ("Additional Page Charge") on pages in excess of the Minimum Monthly Pages. The Additional Page Charges will be invoiced at the end of each meter reading period set forth above. The CPP payments shall be payable in advance beginning on the Commencement Date or any later date designated by us, and thereafter until all amounts are fully paid. You agree to provide accurate and timely meter readings on the forms or other alternate means specified by us. If meter readings are not received in a timely manner, we may estimate charges. You agree if your fleet of printers increase/decrease 15% of the original amount during the term of the agreement, re-evaluation of the fleet and pages printed may be requested and pricing may fluctuate in the results of the study. Your CPP Agreement obligations are absolute, unconditional and are not subject to cancellation, reduction, set-off, or counterclaim. Cannon IV reserves the right to increase or decrease the CPP Payment and Additional Page Charge on an annual basis, not to exceed ten percent (10%). When a payment is not made when due, you agree to pay us a late charge of ten percent (10%) of each late payment or \$20.00, whichever is greater. We may charge you a fee of \$25.00 for any check that is returned. YOU ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS CPP AGREEMENT.

**END OF AGREEMENT:** You will give us at least 60 days, but no more than 90 days written notice (to our address below) before the expiration of the initial term of this CPP Agreement (or any renewal term) of your intention to terminate this CPP Agreement. If you fail to notify us, this CPP Agreement will automatically renew for succeeding one month periods commencing at the expiration of the original CPP Agreement term. If this CPP Agreement is renewed, the first renewal payment will be due the first day after the original Agreement term expires. Any security deposit held by us shall continue to be held to secure your performance for the renewal period.

**TAXES AND FEES:** You agree to pay when due all sales and use taxes.

**MAINTENANCE AND SERVICE:** Cannon IV, Inc ("We") will maintain and service the Equipment listed herein throughout the term of the Agreement. We will supply all labor, parts, (as long as they are available), maintenance kits and toner during the term, except we will not supply staples or paper. You agree to contact us by telephone or via internet to request service or toner. We agree to promptly respond to your request(s) and provide service within eight (8) business hours, holidays and weekends excluded. Our service on the Equipment covers all normal use of the Equipment but does not apply to loss or damage to the Equipment due to abuse, mishandling, alteration, electrical current fluctuation, failure to follow operating instructions, use of parts or supplies which do not meet manufacturer's or Cannon IV's specifications, or any maintenance or service work performed on the Equipment by anyone other than Cannon IV personnel (unless authorized by Cannon IV).

**ASSIGNMENT:** YOU WILL HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THIS CPP PLAN.

User Signature	You agree that this is a non-cancelable CPP Agreement. The Equipment is:		
	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Used	<input type="checkbox"/> Demo
	Signature <i>Barbara Houston</i>		
	Title <i>Commission President</i>		
	Print Name <i>Barbara Houston</i>		
	Legal Name of Corporation <i>La Porte County</i>		

Cannon IV, Inc. - Owner	Cannon IV, Inc 950 Dorman Street, Indianapolis, IN 46202 Phone: 317-951-0500 Fax: 317-951-0600		
	Commencement Date		
	Accepted By		